

# EXHIBIT A

Exhibit A is a true and correct copy of the June 25, 2014 email circulated by class counsel to the Settlement Class Members announcing the RSA. This email seeks to sell the RSA to the 20,000 Settlement Class Members by representing that the Statutory Trust guarantees all Monetary Awards. But, this is only true if sufficient funds are, in fact, held by the Statutory Trust. But, as detailed in Utecht's objections submitted to the Court, it is near certain that funds will not be sufficient.

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**Subject:** NFL  
**Date:** June 25, 2014 at 11:12:39 AM CDT

**IN RE: NFL PLAYERS**  
**CONCUSSION INJURY LITIGATION**  
**SETTLEMENT**

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Good News! Today, we filed our revised Petition for Preliminary Approval of the Settlement. The revised Petition includes substantive changes to the Settlement Agreement, which we feel very strongly meet all of Judge Brody's concerns. It has obviously taken a considerable amount of time but the wait has been well worth it.

You may recall that when Judge Brody denied our Petition she wrote that: " I am primarily concerned that not all Retired NFL Football Players who ultimately receive a Qualifying Diagnosis or their related claimants will be paid ....In various hypothetical scenarios, the Monetary Award Fund may lack the necessary funds to pay Monetary Awards for Qualifying Diagnoses". Judge Brody also expressed concerns including the adequacy of the BAP Fund and the release of the NCAA and other amateur football organizations. To address those concerns, the Court directed that the parties work with Perry Golkin, the appointed Special Master. With the guidance of the Mr. Golkin, and the diligence of our negotiating team, all of Judge Brody's concerns have been addressed.

First, the revised Settlement Agreement guarantees that **ALL AWARDS WILL BE PAID**. **Article III . 3.1** states that the NFL agrees to pay all monetary awards and **Article XXIII 23.1**

mandates the NFL to pay all claims for 65 years after the effective date of the settlement. Under **Article XXIII. 23.3** the NFL will make 6 initial monthly installments of \$20 mm into the MAF. After 6 months the Claims administrator will on the 10<sup>th</sup> day of the month request the NFL to add money to pay all final and accrued awards and (maintain a \$10mm reserve through year 10 \$5mm through years 11 to 50, and smaller sums thereafter. **Article XXV 25.6** secures all future payments. It states that no later than the tenth anniversary of the effective date of the Settlement, the NFL will establish a Special Purpose Delaware Statutory Trust and immediately fund it to cover all future Payments. **Article XXV (g)** states that in the event the NFL fails to pay claims the Court may Order the Release null and void and return the unpaid players to the court system. Second, **Article XVIII . 18.1** specifies that the only claims released by this settlement are those for Neurocognitive, head and brain injuries. **Article 18.4** provides that any amateur football claims are not released . Article 18.6 states that neither CBA benefits or workers comp claims are released.

Third, **Article V . 5.11** specifies that the maximum BAP Supplemental Benefits for players diagnosed at Level 1 shall be determined after the first year by co-lead Counsel and the NFL lawyers in consultation with the BAP Administrator as approved by the Court. These benefits will include medical treatment, counseling, medical examinations by qualified BAP providers, and needed prescribed medications from a qualified pharmacy vendor.

Fourth, The new agreement **Article VI** sets forth which doctors can determine if you qualify for a cash award based upon when you were first diagnosed.

Fifth, **Article IX** details how a player will be allowed to prove the number of eligible seasons he played in the NFL.

We feel very confident that all of these changes have strengthened the scope and value of our Settlement and we look forward to discussing all of these changes and answering your questions during our conference call at **@ 6:00 PM EDT, Thursday, June 26<sup>th</sup>. Please join the call at 5:50 PM EDT to ensure everyone is on in time by dialing 1-866-952-1906.** (Please note it's an "866" number, not an "800" number). The conference title is "NFL Case" and the Program Title is "NFL Case." When you call in, the operator will take your name and enter you into the call.

Remember to visit us on the web at [www.anapolschwartz.com](http://www.anapolschwartz.com).

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